

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 2014-142

Authorizing the County Chair to Execute a Library Assets Transfer Agreement with the Multnomah County Library District.

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County voters approved the formation of a Multnomah County Library District (MCLD) at the November 6, 2012 general election. The voters approved a Library District permanent rate of up to \$1.24 per \$1,000 assessed value for ad valorem taxes beginning in 2013. These tax revenues became available to MCLD in July 2013.
- b. An IGA between the County and MCLD dated March 14, 2013, provides a structure for governance, internal services, and management of MCLD. In accordance with the Multnomah County Charter, 9.20(2), MCLD is financially independent from the County. The term of the IGA, as extended in June 2014, is from March 14, 2013 to June 30, 2015, and continuing thereafter upon written agreement of the County and MCLD. The County will provide services to MCLD during the term of the IGA, as may be extended by mutual agreement of the parties.
- c. The County is currently the owner of the Central Library building in downtown Portland and the owner or lessee of all the branch libraries and their adjoining, undeveloped property in the Library District, the Isom Building, and administrative facilities at Lloyd Corporate Plaza and the personal property used in MCLD's library system.
- d. The Multnomah County Home Rule Charter, Chapter IX allows for the operating property and debt associated with the Multnomah County Library to be transferred to MCLD pursuant to intergovernmental agreements. (Multnomah County Home Rule Charter, 9.20(2)).
- e. The library assets will be transferred to MCLD at no cost, but the true consideration for the transfers is MCLD's annual funding of library operations and its contractual obligation to use the assets for library purposes only and to deposit into the County's library fund any proceeds from future sales of library assets not dedicated and used for library purposes by MCLD.

The Multnomah County Board of Commissioners Resolves:

1. The Chair is authorized to execute the Library Assets Transfer Agreement, in substantially the form attached hereto as Exhibit A.
2. The Chair is authorized to execute and record deeds, lease assignments, bills of sale and related closing documents and instructions, as required to convey the County's interest in each library facility or category of personal property to MCLD.
3. Board approval is needed for any modification or amendment of the Exhibit A documents that results in a material increase in the obligations of Multnomah County or a material decrease in the benefits for Multnomah County.

ADOPTED this 18th day of December, 2014.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Deborah Kafoury

Deborah Kafoury, Chair

REVIEWED:
JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *BN*
Bernadette Nunley, Assistant County Attorney

SUBMITTED BY: Vailey Oehlke, Library Director.

LIBRARY ASSETS TRANSFER AGREEMENT

This Library Assets Transfer Agreement, dated as of the 18th day of December, 2014 (this “**Agreement**”), is entered into by and between **Multnomah County**, a political subdivision of the State of Oregon (“**COUNTY**”), and the **Multnomah County Library District**, a district established pursuant to the Multnomah County Charter Chapter 9.10 and voter approved Ballot Measure 26-143, by County Board Order No. 2013-020, dated March 14, 2013 (“**MCLD**” or the “**Library District**”).

RECITALS:

- A. Multnomah County voters approved the formation of a Multnomah County Library District at the November 6, 2012 general election.
- B. The Multnomah County Home Rule Charter, Chapter IX allows for the operating property and debt associated with the Multnomah County Library to be transferred to the Library District pursuant to intergovernmental agreements (“IGA”). (Multnomah County Home Rule Charter, 9.20(2)).
- C. The voters approved a Library District permanent rate of up to \$1.24 per \$1,000 assessed value for ad valorem taxes beginning in 2013. These tax revenues became available to MCLD in July 2013. An IGA between COUNTY and MCLD dated March 14, 2013, provides a structure for governance, internal services, and management of MCLD. In accordance with the Multnomah County Charter, 9.20(2), MCLD is financially independent from COUNTY.
- D. The term of the IGA, as extended in June 2014, is from March 14, 2013 to June 30, 2015, and continuing thereafter upon written agreement of COUNTY and MCLD. COUNTY will provide services to the MCLD during the term of the IGA, as may be extended by mutual agreement of the parties.
- E. COUNTY is the owner of the Central Library building in downtown Portland and the owner or lessee of all the branch libraries and their adjoining, undeveloped property in the Library District, the Isom Building, and administrative facilities at Lloyd Corporate Plaza and the personal property used in MCLD’s library system.
- F. The parties desire to make this Agreement for COUNTY to transfer to MCLD certain assets and liabilities associated with the ownership and operation of the Library District as provided herein.

NOW, THEREFORE, the parties agree as follows:

AGREEMENTS:

1. Transfer of Operating Assets to MCLD. On the terms and subject to the conditions set forth in this Agreement, on the Transfer Dates (as defined in Section 8 below), COUNTY shall transfer, convey and deliver to MCLD, and MCLD shall assume and accept from COUNTY, the following properties and assets of COUNTY relating to the operation of the library system:

1.1 Real Property.

(a) All real property owned or leased by COUNTY for library purposes, including the buildings, improvements and fixtures located thereon, all of which are further described in Schedule 1.1 hereto (the "**Real Property**"). Conveyance of the Real Property owned by COUNTY in fee shall be by bargain and sale deed in substantial compliance with the form attached as Exhibit A. Leased Real Property shall be transferred by an assignment of lease in substantial compliance with the form attached as Exhibit B and subject to the landlord's approval.

(b) MCLD agrees that the Real Property shall be used by MCLD only for library purposes, provided that MCLD shall have the right to sell any of the Real Property and to retain the proceeds so long as the proceeds are used for library purposes. If any proceeds are not so used, MCLD shall transfer such proceeds to COUNTY for deposit in the library fund. MCLD may transfer any Real Property to a regional library authority or other entity established to operate and maintain the library system, provided that the terms of the transfer require that the transferee use the Real Property only for library purposes.

1.2 Books, etc. All reference and circulating books, periodicals, films, video tapes, compact discs, digital video discs, digital subscription collections, and all other library materials; all library collections used by outreach programs; and all library materials held for sale through the Title Wave Used Bookstore. MCLD may dispose of reference and circulating books, periodicals, phonograph records, films, and videotapes in accordance with the library system's de-accession policy as in effect from time to time; provided, however, that any proceeds of such dispositions shall be used by MCLD only for library purposes.

1.3 Rare Books and Art Collection. All rare books and art works, including those held in the John Wilson Special Collection Room of the Central Library building (collectively, the "**Wilson Collection**"). If any rare book or art work is sold, MCLD shall use the proceeds of the sale for library purposes. If any proceeds are not so used, MCLD shall transfer such proceeds to COUNTY for deposit in the library fund.

1.4 Other Tangible Personal Property. All furniture, equipment, supplies and other tangible personal property contained in library buildings (other than Information Technology equipment and systems, including, but not limited to, main frame servers, networks, personal computers, laptops, and ancillary hardware, checkout scanners, security exit/entry systems, electronic databases, software, licenses (collectively, "**IT Equipment**") and fleet vehicles

acquired by COUNTY prior to the date of this Agreement, which shall be retained by COUNTY [collectively, **"IT Equipment & Vehicles"**]). MCLD may dispose of any such tangible personal property in accordance with the Library District's policies in effect from time to time; provided, however, that any proceeds of such dispositions shall be used by MCLD only for library purposes. If any proceeds are not so used, MCLD shall transfer such proceeds to COUNTY for deposit in the library fund.

1.5 Name. Any rights COUNTY may have in the name "Multnomah County Library."

1.6 Personal Property. The items of property described in Sections 1.2, 1.3, 1.4, and 1.5 hereof, except for the IT Equipment & Vehicles, are referenced, collectively, as the **"Personal Property."** COUNTY shall convey the Personal Property to MCLD by a Bill of Sale for each category of Personal Property, substantially in the form attached as Exhibit C. For transfer of assets described in Sections 1.3, 1.4, and 1.5, MCLD shall also execute and COUNTY shall file with the Oregon Secretary of State, a UCC-1 Financing Statement, substantially in the form attached as Exhibit D, describing the goods sold, the permitted use of proceeds from future re-sales, and COUNTY's remedies if any such proceeds are not used in accordance with this Agreement.

1.7 Documents and Records. COUNTY's Division of Facilities & Property Management shall continue to maintain and archive all documents and records of COUNTY relating to the Real Property and library operations (the **"Records"**). Upon request of MCLD as reasonably needed to assess an identified facility or operations, COUNTY will make and deliver copies of such Records pertaining to the identified facility or operation to MCLD following the Transfer Dates. MCLD shall retain its own accounting records and contracts generated after the Transfer Dates, for a period of at least five years and all other Records for such periods of time as would be appropriate under the State of Oregon's document retention policy, during which time MCLD shall grant COUNTY or its representatives access to, and the right to inspect and copy, any of the Records during normal business hours.

1.8 Property Contracts. COUNTY's Division of Facilities & Property Management shall continue to maintain and archive all contracts, leases and other agreements to which COUNTY is a party relating to the ownership or possession of Real Property and Personal Property associated with the library system (the **"Property Contracts"**). COUNTY shall maintain liability for the continuing performance of all obligations under the Property Contracts in accordance with their terms, unless otherwise agreed by COUNTY and MCLD, and MCLD shall fund such obligations through its monthly payment to COUNTY, as provided in the IGA and COUNTY's annual budget. Upon request of MCLD as reasonably needed to assess an identified facility, COUNTY will make and deliver copies of such Property Contracts pertaining to the identified facility to MCLD following the Transfer Dates.

1.9 Operating Agreements. COUNTY shall continue to provide professional services currently supporting library operations as described in the IGA, including performance of ongoing operating agreements pertaining to library facilities existing as of the date hereof (the “**Operating Agreements**”). COUNTY’s Division of Facilities & Property Management maintains records of Real Property and Personal Property acquisitions, building construction, remodels, expansions, and systems maintenance and replacement pertaining to all of COUNTY’s library facilities and, upon request of MCLD as reasonably needed to assess an identified facility or project, COUNTY will make and deliver copies of such records to MCLD following the Transfer Dates.

2. Litigation.

2.1 Representations as to Litigation. COUNTY represents and warrants to MCLD that, all material suits, actions or proceedings pending or, to the knowledge of COUNTY, threatened against COUNTY, as of the date of this Agreement, relating to or arising out of COUNTY’s maintenance or operation of the Library District or its ownership, use or occupancy of the Real Property or use of the Personal Property associated with the Library District, have been disclosed to MCLD.

3. Indemnification.

3.1 Indemnification by MCLD. The parties acknowledge that COUNTY is transferring valuable assets to MCLD in consideration of the Library District funding obligations undertaken by the County Board Order No. 2013-020 and that those assets would otherwise be available to COUNTY to pay any liability of COUNTY relating to the operation of the Library District or the ownership or condition of any Real Property or Personal Property associated with the Library District. The parties hereby agree to define their respective and reciprocal indemnity and insurance obligations in an amendment to the COUNTY-MCLD IGA, dated March 14, 2013, which amendment shall be executed as soon as practicable after the date of this Agreement.

4. Property Insurance. Unless otherwise agreed by COUNTY and MCLD, COUNTY shall insure the Real Property and Personal Property, including the Wilson Collection, transferred to MCLD as described in the COUNTY-MCLD IGA, dated March 14, 2013, as amended, and any insurance policies shall identify the MCLD as the named insured.

5. Wilson Collection.

MCLD hereby ratifies and adopts COUNTY’s Library Art Collection Policy, adopted by the Board of County Commissioners on January 31, 1991, and agrees that, after the Transfer Date, it will continue following the standards in COUNTY’s Library Art Collection Policy.

6. Gifts and Bequests. The parties agree that, unless otherwise designated, restricted, or agreed, all other gifts, bequests, or transfers of cash, securities, or other intangible assets or of real property made to or in the name of "Multnomah County Library, County Library, or Multnomah County Library District" or any similar name after the Transfer Dates shall become the property of The Library Foundation ("TLF"), for the benefit of MCLD as established by Memorandum of Understanding between the parties and TLF, as may be amended from time to time.

7. Conduct Pending Transfer. COUNTY and MCLD agree that, from the date hereof until the Transfer Dates, the Library District will operate in accordance with past practices and in compliance with the COUNTY-MCLD IGA, dated March 14, 2013.

8. Dates of Transfer. The effective dates of the transfer of assets (the "**Transfer Dates**") shall be the deed or Assignment and Memorandum of Lease recording date for transfers of Real Property, the delivery date of the Bill of Sale for transfers of Personal Property, or such other date as may be agreed upon by the parties. COUNTY shall deliver to MCLD such instruments of conveyance and transfer as may be required to transfer to MCLD COUNTY's right, title and interest in the Real Property and Personal Property being transferred, provided that all property shall be transferred on the terms and subject to the conditions set forth herein.

9. Conditions Precedent. The obligations of the parties hereunder are subject to the condition that all consents, authorizations and approvals, or waivers thereof, of third parties, including regulatory and governmental agencies, required to consummate the transactions contemplated by this Agreement be obtained on or prior to the Transfer Dates. The obligations of COUNTY hereunder are further subject to COUNTY's obtaining the approval of its Board of Commissioners of this Agreement and the transactions contemplated hereby.

10. Term; Default; Remedies.

10.1 Term of Agreement. The term of this Agreement shall be for one hundred (100) years unless earlier terminated in accordance with Sections 10.2 or 10.3.

10.2 Early Termination.

10.2.1 For Mutual Benefit. If the parties find that it is mutually beneficial to terminate this Agreement prior to the expiration of the term, they may terminate it at any time by mutual agreement.

10.2.2 Adverse Change in Law. Either party may terminate this Agreement by providing the other party no fewer than ten days advance written notice of termination under this subsection if United States, Oregon or local laws, regulations, or guidelines are modified or interpreted in such a way that any party's continued performance or making of payments under this Agreement is prohibited.

10.3 Termination for Cause. Either party may terminate this Agreement, in whole or in part, by providing the other party no fewer than sixty (60) days advance written notice of termination under this subsection 10.3, if the other party commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement and the defaulting party fails to correct such material breach, default or failure to perform within sixty (60) days after receipt of notice of the breach or default, or such longer period as the notifying party may specify in such notice.

11. Representations and Warranties.

11.1 Representations and Warranties of MCLD. MCLD hereby represents and warrants to COUNTY that the execution, delivery and performance by MCLD of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by MCLD's Board, and no further action is necessary on the part of MCLD to empower it fully and completely to carry out its obligations hereunder. This Agreement has been duly executed and delivered by MCLD's Chair, acting with authority and by resolution of MCLD's Board, and is a valid and binding obligation of MCLD, enforceable against MCLD in accordance with its terms.

11.2 Representations and Warranties of COUNTY. COUNTY hereby represents and warrants to MCLD that the execution, delivery and performance by COUNTY of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by COUNTY's Board of Commissioners and no further action is necessary on the part of COUNTY to empower it fully and completely to carry out its obligations hereunder. This Agreement has been duly executed and delivered by COUNTY's Chair, acting with authority and by resolution of COUNTY's Board, and is a valid and binding obligation of COUNTY, enforceable against COUNTY in accordance with its terms.

12. Miscellaneous.

12.1 Amendments. This Agreement may be amended or modified, and the terms, covenants or conditions hereof may be waived, only by written agreement signed by the parties hereto, or their duly authorized representatives, or, in the case of a waiver, by the party waiving compliance.

12.2 Assignment, Succession. Prior to the Transfer Dates, this Agreement shall not be assignable by either party hereto without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

12.3 Waiver. Neither party shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by the party or the party's representative. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right. A waiver by either party of a breach of a provision of this Agreement shall not

constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision.

12.4 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall nevertheless be enforceable and the invalid or unenforceable provision shall be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable provision.

12.5 Parties Bound; Counterparts. The parties, by the signature below of their authorized representatives, acknowledge having read and understood this Agreement, and the parties agree to be bound by its terms and conditions and neither party shall be accorded any advantage over the others by reason of being the drafter of any of the language of this Agreement. This Agreement may be executed in counterparts.

12.6 Integrated Agreement. This Agreement, with attached exhibits and schedules, constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth or provided for herein.

12.7 Covenant of Cooperation. COUNTY and MCLD each agrees to cooperate with the other in preparing and executing such additional documents and instruments as may be reasonably required to consummate the transfers contemplated hereby.

12.8 Survival of Representations, Warranties, and Covenants. All representations, warranties contained in this Agreement shall be true on and as of each of the Transfer Dates with the same force and effect as though made on and as of each of the Transfer Dates, shall survive the closing of each transfer and not be merged into any documents delivered at closing.

Dated this ____ day of _____, 2014.

MULTNOMAH COUNTY, a political
subdivision of the State of Oregon

By: _____
Deborah Kafoury, Chair

Dated this ____ day of _____, 2014.

MULTNOMAH COUNTY LIBRARY DISTRICT,
a district established pursuant to the Multnomah
County Charter

By: _____
Deborah Kafoury, Chair

REVIEWED:
JENNY M. MADKOUR, COUNTY
ATTORNEY FOR MULTNOMAH
COUNTY, OREGON

By: _____
Assistant County Attorney

LIBRARY ASSETS TRANSFER AGREEMENT
Exhibits and Schedules

Exhibit A - Form of Bargain and Sale Deed
Exhibit B - Form of Assignment & Assumption of Lease
Exhibit C - Form of Bill of Sale for Personal Property
Exhibit D - UCC-1 Financing Statement

Schedule 1.1 Real Property Descriptions

EXHIBIT "A"

After recording return to:
Multnomah County Library District
c/o Facilities & Property Management
Multnomah County
401 North Dixon
Portland, Oregon 97227

STATUTORY BARGAIN & SALE DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon ("County"), conveys to the **MULTNOMAH COUNTY LIBRARY DISTRICT**, a district established pursuant to the Multnomah County Charter Chapter 9.10 and voter approved Ballot Measure 26-143, by County Board Order No. 2013-020, dated March 14, 2013 ("MCLD"), the following described real property, improvements and all appurtenances, for library purposes only (the "Property"):

[Insert legal description of the Property]

The true consideration for this conveyance consists of representations, warranties and covenants by MCLD pursuant to that certain Library Assets Transfer Agreement dated the 18th day of December, 2014, which is the whole consideration, the receipt and sufficiency of which are hereby acknowledged.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

Dated this ____ day of _____, 2015.

MULTNOMAH COUNTY, a political
subdivision of the State of Oregon,

By: _____
Deborah Kafoury, Chair

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on _____, 2015,
by _____ as Chair, Board of Commissioners of MULTNOMAH COUNTY, on its
behalf.

Notary Public for Oregon
My commission expires: _____

The MULTNOMAH COUNTY LIBRARY DISTRICT, a district established by County Board Order No.
2013-020, dated March 14, 2013, acting by and through its Board of Commissioners, approves this
conveyance and accepts the title conveyed.

Dated this _____ day of _____, 2015.

MULTNOMAH COUNTY LIBRARY DISTRICT

By: _____
Deborah Kafoury, Chair

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on _____, 2015,
by _____, as Chair, Board of Commissioners, of the MULTNOMAH
COUNTY LIBRARY DISTRICT, on its behalf.

Notary Public for Oregon
My commission expires: _____

Until a change is requested, all tax statements shall be sent to the following address:

After recording, return to:

EXHIBIT "B"

ASSIGNMENT AND ASSUMPTION OF LEASE

DATED: _____, 201__

BETWEEN: **MULTNOMAH COUNTY**, a political subdivision of the State of Oregon -
ASSIGNOR

AND: **MULTNOMAH COUNTY LIBRARY DISTRICT**, a district established
pursuant to the Multnomah County Charter - ASSIGNEE

By lease, attached hereto as Exhibit A, dated _____, _____, between
_____, an _____
("Lessor") as landlord, and Assignor as tenant (the "Lease"), Assignor is the lessee of the real
property known as the _____ located at
_____, more particularly described as follows:

Lot _____,
Block _____,
_____,
City of _____,
County of Multnomah,
State of Oregon

(the "Premises")

FOR VALUABLE CONSIDERATION, Assignor hereby assigns and conveys to Assignee, for library purposes only, all of Assignor's interest in and to the Lease, the Premises, and any security deposits and any other sums held by Lessor on Assignor's behalf. The true consideration for this assignment consists of the representations, warranties and covenants by Assignee pursuant to that certain Library Assets Transfer Agreement dated the 18th day of December, 2014, which is the whole consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor.

Assignee accepts this Assignment and hereby assumes in whole the rights and obligations of the Lessee under the Lease.

This Assignment shall be binding upon and inure to the benefit of the parties and their successors in interest and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Lease on _____, 201__ to be effective on _____, 201__.

ASSIGNOR:

MULTNOMAH COUNTY,
a political subdivision of the State of Oregon

By: _____
Deborah Kafoury, Chair

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on _____, 201__,
by _____ as Chair, Board of Commissioners of MULTNOMAH COUNTY, on its
behalf.

Notary Public for Oregon
My commission expires: _____

ASSIGNEE:

MULTNOMAH COUNTY LIBRARY DISTRICT,
a district established pursuant to the Multnomah County
Charter

By: _____
Deborah Kafoury, Chair

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on _____, 201__,
by _____, as Chair, Board of Commissioners, of the MULTNOMAH
COUNTY LIBRARY DISTRICT, on its behalf.

Notary Public for Oregon
My commission expires: _____

REVIEWED:
JENNY M. MADKOUR, COUNTY
ATTORNEY FOR MULTNOMAH COUNTY,
OREGON

By: _____
County Attorney

EXHIBIT "C"

BILL OF SALE FOR PERSONAL PROPERTY

DATED: _____, 2015

BETWEEN: **MULTNOMAH COUNTY**, a political subdivision of the State of Oregon
("COUNTY")

AND: **MULTNOMAH COUNTY LIBRARY DISTRICT**, a district established
pursuant to the Multnomah County Charter ("MCLD")

For value received, COUNTY sells, assigns, transfers and conveys to MCLD, for library purposes only, all of the following property owned by COUNTY:

A. Bill of Sale #1 - **Books, etc.** - All reference and circulating books, periodicals, films, video tapes, compact discs, digital video discs, digital subscription collections, and all other library materials; all library collections used by outreach programs; and all library materials held for sale through the Title Wave Used Bookstore;

B. Bill of Sale #2 - **Rare Books and Art Collection** - Including the rare books and art works held in the John Wilson Special Collection Room of the Central Library building (collectively, the "**Wilson Collection**");

C. Bill of Sale #3 - **Other Tangible Personal Property** - All furniture, equipment, supplies and other tangible personal property contained in library buildings or used in the conduct of library operations, excluding IT Equipment & Vehicles acquired by COUNTY prior to the date of the Transfer Agreement; and

D. Bill of Sale #4 - **Name** - Any rights COUNTY may have in the name "Multnomah County Library".

The true consideration for this bill of sale consists of the representations, warranties and covenants by MCLD pursuant to that certain Library Assets Transfer Agreement dated the 18th day of December, 2014, which is the whole consideration, the receipt and sufficiency of which are hereby acknowledged by COUNTY.

In Witness Whereof, COUNTY has executed this Bill of Sale for Personal Property on _____, 2015 to be effective at 12:01 a.m. on _____, 2015.

MULTNOMAH COUNTY, a political
subdivision of the State of Oregon,

By: _____
Deborah Kafoury, Chair

EXHIBIT A
to
BILL OF SALE FOR PERSONAL PROPERTY

EXHIBIT D

UCC-1 Financing Statement

[On form authorized by Oregon Secretary of State]

Schedule 1.1

Real Property Descriptions [subject to review & updating]

OWNED PROPERTIES:

PARCEL I - Title Wave Property, more particularly described as:

Lots 5, 6 and 7,
Block 16,
ALBINA ADDITION TO THE CITY OF PORTLAND,
City of Portland,
County of Multnomah,
State of Oregon.

PARCEL II - North Portland Branch, more particularly described as:

Lots 1, 2 and 3 , Block c,
WALNUT PARK,
County of Multnomah,
State of Oregon.

PARCEL III - St. Johns Branch, more particularly described as:

Lots 5, 6, 7 and 8,
Block 2,
JERSEY STREET ADDITION TO THE TOWN OF ST. JOHNS,
County of Multnomah,
State of Oregon.

PARCEL IV - Belmont Branch, more particularly described as: Lots 1 and 2,
Block 4,
EASTLAND, as shown by the recorded plat thereof now in the
City of Portland,
County of Multnomah,
State of Oregon,

excepting therefrom the following described part thereof: beginning at the intersection of the East line of said Lot 2 with the North line of E. Taylor Street; thence Northerly along the East line of said Lot 2 100 feet; thence Westerly parallel to the North line of said Lot 2, 7-1/2 feet; thence Southerly and parallel to the East line of said Lot 2 to the said North line of E. Taylor Street; thence Easterly along said North line of E. Taylor Street to the point of beginning and also excepting the following described part thereof: beginning at the Northeast corner of said Lot 2; thence South along the East line of said Lot 2 to a point which is 100 feet North of the North line of E. Taylor Street measured along the East line of said Lot 2 and which said point is also the Northeast corner of the parcel hereinabove excepted from the provisions of this deed; thence Westerly parallel to the North line of said

Lot 2 7-1/2 feet; thence Southerly parallel to the East line of said Lot 2 to a line drawn 50 feet South of and parallel to the North line of said Lots 2 and 1; thence Westerly and along said line parallel to the North line of said Lots 2 and 1 to the East line of E. 39th Street; thence North along said East line of E. 39th Street to the North line of said Lot 1; thence Easterly along the North line of said Lots 1 and 2 to the place of beginning.

PARCEL V - Hillsdale Branch, more particularly described as:

A tract of land in Section 16, Township 1 South, Range 1 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at a point in the northeasterly line of SW Sunset Boulevard South 32.41' East 165 feet from the most westerly corner of Lot 1, Block 3, HILLSDALE HEIGHTS; running thence South 32.41' East along said Northeasterly line of SW Sunset Boulevard, 100.0 feet; thence North 57.19' East 150.0 feet; thence North 32.41' West 112.10 feet to a point on the southerly line of S.W. DeWitt Street; thence along the line of said street southwesterly 60.11 feet on a curve to the left having a radius of 227.33 feet and chord bearing South 64.53'30" West 59.93 feet; thence South 57.19' West 70.57 feet; thence Southwesterly 31.42 feet on a curve to the left having a radius of 20.0 feet and tangent to the last mentioned course, to the place of beginning.

PARCEL VI - Midland Branch, more particularly described as:

Two tracts of land in Section 3, Township 1 South, Range 2 East of the Willamette Meridian, described as follows:

PARCEL A: Beginning at a point which is 1100 feet South and 297 feet West of the Northeast corner of said Section 3, said point being in the North line of the tract of land described in the deed from James P. Watson, et ux, to William H. Deemer, recorded August 19, 1895, in Book 226, Page 276, Deed Records; thence North parallel with the East section line 366-2/3 feet; thence West 297 feet (the last two courses following the boundary lines of the tract of land described in the deed from Robert C. Gossman, et ux, to Jens S. Benson, recorded July 30, 1910 in Book 503, Page 446, Deed Records; thence South 366-2/3 feet to the North line of said Deemer tract; thence East along the North line of said Deemer tract 297 feet to the place of beginning.

PARCEL B: Beginning at a point on the East line of said Section 3, which is 733-1/3 feet South of the Northeast section corner; thence South along the East section line 183-1/3 feet; thence West 297 feet; thence North 183-1/3 feet; thence East 297 feet to the place of beginning; EXCEPTING THEREFROM the East 45 feet thereof within S.E. 122nd Avenue as said road is now established and located, excluding that portion deeded to Multnomah County by deed recorded June 11, 1957 in Book 1847, Page 423, Records of Multnomah County; and further excluding that portion deeded to Earl W. Hopkins and Frances M. Hopkins, husband and wife, by deed recorded June 18, 1969 in Book 683, Page 35; and further excluding that portion deeded to Multnomah County by deed recorded April 11, 1975 in Book 1035, Page 1157, Records of Multnomah County.

PARCEL VII - Hollywood Branch, more particularly described as:

Lots 1 and 2,
Block 39,
ROSSMERE,
County of Multnomah,
State of Oregon.

PARCEL VIII - Woodstock Branch, more particularly described as:

Lot 4 and the North 50 feet of Lot 3,
Block 6,
WOODSTOCK,
City of Portland,
County of Multnomah,
State of Oregon.

PARCEL IX - Rockwood Branch, more particularly described as:

A tract of land in Section 31, Township 1 North, Range 3 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the Southwest corner of the tract of land conveyed to Frederick E. McMahon, et ux, by deed recorded August 17, 1961 in Book 2076, Page 523, Deed Records, said point being on the North line of S.E. Stark Street, formerly Base Line Road, as said street is now established and located, 212 feet West and 30 feet North of the Southwest corner of the Doctor Hartley Donation Land Claim; thence West along the North line of S.E. Stark Street, 175.35 feet to a point midway between the Southwest corner of said McMahon tract and the southeast corner of the tract of land conveyed to Joseph Monrow Coffman, et ux, by deed recorded November 12, 1943 in Book 793, Page 192, Deed Records, for the true place of beginning of the tract to be described; thence North parallel with the West line and its Northerly extension of the aforesaid McMahon tract 300 feet to the South line of Block 2, PINE STREET ADDITION; thence West along the South block line to the Southwest corner of said Block 2; thence North along the West line of said Block 2, a distance of 176.4 feet to the South line of S.E. Pine Street; thence West along said South road line, 104.33 feet to the Northeast corner of the aforesaid Coffman tract; thence South along the East line of said Coffman tract, 476.4 feet to the North line of S.E. Stark Street; thence East along said North road line, 175.35 feet to the true place of beginning, excluding that portion deeded to the County of Multnomah by deed recorded August 27, 1962 in Book 2132, Page 258, Records of Multnomah County.

PARCEL X - Gregory Heights Branch, more particularly described as:

Lots 8, 9, 10, 11, 12, 13, 14 and 15,
Block 9,
MONTCLAIR,
City of Portland,
County of Multnomah,
State of Oregon.

PARCEL XI - Isom Administration Building and Parking Lots, more particularly described as:

Lots 21, 22 and 23,
Block 17,
ALBINA,
City of Portland,
County of Multnomah,
State of Oregon, EXCEPT that portion taken for the widening of
N.E. Russell Street,
and also
Lots 24 and 25,
Block 17,
ALBINA,
except the West 5 feet of said lot taken for the widening of
Rodney Avenue, now N.E. Rodney Avenue, City of Portland,
County of Multnomah, State of Oregon,
and also
Lot 26,
Block 17,
ALBINA,
City of Portland,
County of Multnomah,
State of Oregon, except that portion in N.E. Rodney Avenue,
ALSO EXCEPT that portion in N.E. Russell Street.

PARCEL XII - Holgate Branch, more particularly described as:

A tract of land in Section 8, Township 1 South, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the intersection of the North line of S.E. Holgate Boulevard as now established with the East line of S.E. 79th Avenue as now established; thence East along the North line of said S.E. Holgate Boulevard, 88.7 feet to the true point of beginning; thence North parallel with the East line of said S.E. 79th Avenue, 76.6 feet; thence East parallel to the South line of said Section 8, 66 feet; thence South parallel with the East line of said S.E. 79th Avenue, 76.6 feet to the North line of said S.E. Holgate Boulevard; thence West along said street line 66 feet to the true point of beginning, and also a tract of land in Section 8, Township 1 South, Range 2 East of the Willamette Meridian, described as follows:

Beginning at the point of intersection of the North line of S.E. Holgate Boulevard, as now established, with the East line of S.E. 79th Avenue, as now established; thence North along the East line of said S.E. 79th Avenue, 76.6 feet; thence East parallel to the South line of said Section 8, a distance of 88.7 feet; thence South parallel to the East line of said S.E. 79th Avenue, 76.6 feet to the North line of said S.E. Holgate Boulevard; thence West along the North line of S.E. Holgate Boulevard to the point of beginning, and also a tract of land beginning at a point on the East line of S.E. 79th Avenue, which point is 106.6 feet North of the South line of said Section 8; thence East and parallel with the South section line a

distance of 154.15 feet, more or less, to the West line of that tract of land conveyed to Pacific Power and Light Company by deed recorded August 23, 1960 in Book 2024, Page 581, Deed Records; thence North along said West line a distance of 165.2 feet, more or less, to the South line of that tract of land conveyed to Pacific Power and Light Company by deed recorded January 4, 1961 in Book 2043, Page 93, Deed Records; thence West along said South line a distance of 154.15 feet, more or less, to the East line of S.E. 79th Avenue; thence South along said East line a distance of 165.2 feet, more or less, to the point of beginning.

PARCEL XIII - Capitol Hill Branch, more particularly described as:

Lots 2 and 3,
INDEPENDENCE HOME TRACTS,
County of Multnomah,
State of Oregon.

PARCEL XIV – Central Library, 801 SW 10th Avenue, Portland, more particularly described as:

PARCEL XV – Gresham Library, 385 NW Miller Ave, Gresham, more particularly described as:

LEASED PROPERTIES:

PARCEL XVI – Fairview Library, 1520 NE Village St, Fairview, more particularly described as:

PARCEL XVII – Albina Library, Fremont Shopping Center, 3605 NE 15th Ave, Portland, more particularly described as:

PARCEL XVIII – Kenton Library, 8226 N Denver, Portland, more particularly described as:

PARCEL XIX – Library Administration, unimproved lot, more particularly described as:

PARCEL XX – Northwest Library, 2300 NW Thurman St, Portland, more particularly described as:

PARCEL XXI – Sellwood Lofts Library, 7860 SE 13th Ave, Portland, more particularly described as:

PARCEL XXII – Troutdale Library, 2501 SW Cherry Park Road, Troutdale, more particularly described as:

PARCEL XXIII – Library Administration Headquarters – Lloyd Corporate Plaza, 919 NE 19th Ave, Suite 250, Portland 97232, more particularly described as: